

CountryPart - Govt.

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N W
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

May 6, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Purchase Agreement, dated as of May 1, 1996, a primary document as defined in the Commission's Rules for the Recordation of Documents and two (2) copies each of the following secondary documents related thereto: a Purchase Agreement Assignment, dated May 1, 1996, a Bill of Sale, dated May 1, 1996 and a Memorandum of Lease Agreement, dated April 23, 1996.

The names and addresses of the parties to the enclosed documents are:

Purchase Agreement

Seller: Ohio Central Railroad, Incorporated
136 South Fifth Street
Coshocton, Ohio 43812

Buyer: Arizona & California Railroad Company
Limited Partnership
PO Box AF
Parker, Arizona 85344

20044
MAY 3 1996 - 11:22 AM

20044 - A, B, C
MAY 6 1996 - 11:22 AM

MAY 6 11 25 AM '96

RECEIVED
SURFACE TRANSPORTATION
BOARD

Mr. Vernon A. Williams
May 6, 1996
Page 2

Purchase Agreement Assignment

Assignor: Arizona & California Railroad Company
Limited Partnership
PO Box AF
Parker, Arizona 85344

Assignee: BA Leasing & Capital Corporation
Four Embarcadero Center
San Francisco, California 94111

Bill of Sale

Seller: Ohio Central Railroad, Incorporated
136 South Fifth Street
Coshocton, Ohio 43812

Buyer: BA Leasing & Capital Corporation
Four Embarcadero Center
San Francisco, California 94111

Memorandum of Lease Agreement

Lessor: BA Leasing & Capital Corporation
Four Embarcadero Center
San Francisco, California 94111

Lessee: Arizona & California Railroad Company
Limited Partnership
PO Box AF
Parker, Arizona 85344

A description of the railroad equipment covered by the enclosed documents is:

Five (5) locomotives OHCR 4201, OHCR 4217, OHCR 4220, OHCR 4236
and OHCR 4239.

Mr. Vernon A. Williams
May 6, 1996
Page 3

Also enclosed is a check in the amount of \$84.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20427-0001**

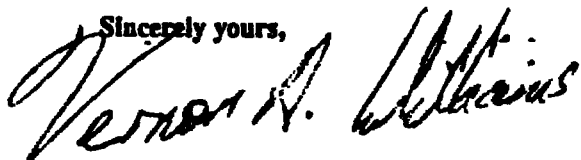
5/6/96

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/6/96 at 11:30AM , and assigned recordation number(s). 20044, 20044-A, 20044-B and 20044-C

Sincerely yours,

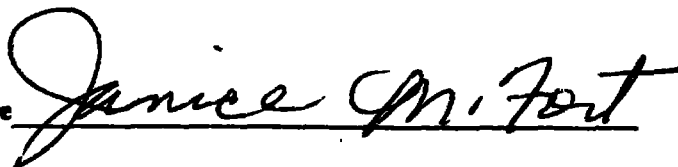


**Vernon A. Williams
Secretary**

Enclosure(s)

\$ 84.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



PURCHASE AGREEMENT ASSIGNMENT dated May 1, 1996
between **ARIZONA & CALIFORNIA RAILROAD COMPANY LIMITED
PARTNERSHIP**, an Arizona limited partnership ("Assignor"), and **BA
LEASING & CAPITAL CORPORATION**, a California corporation
("Assignee").

20041-A

INTRODUCTION

96 A. Assignor has entered into a Bill of Sales & Purchase Agreement dated May 1, 1996 ("Purchase Agreement") between Assignor and Ohio Central Railroad Incorporated ("Vendor"), a copy of which Purchase Agreement is attached hereto, providing for the sale to Assignor of five (5) GP-30m Locomotives OHCR #'s 4201, 4217, 4220, 4236, 4239 (the "Units").

B. Assignor desires that Assignee acquire the Units, as delivered, and lease the Units to Assignor under the terms of a Lease Agreement dated as of April 23, 1996 between Assignor and Assignee (the "Lease").

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Purchase Agreement and the Units. Assignee hereby accepts such assignment. Subject to Section 3 hereof, Assignee agrees to pay the purchase price for the Units as provided in the Purchase Agreement.

2. Neither Assignor nor Assignee may amend, modify, rescind, or terminate the Purchase Agreement without the prior express written consent of the other party to this Purchase Agreement Assignment.

3. It is agreed that, anything herein contained to the contrary notwithstanding, (a) Assignor shall at all times remain liable to Vendor under the Purchase Agreement to perform all the duties and obligations of the purchaser thereunder to the same extent as if this Purchase Agreement Assignment had not been executed, (b) the exercise by Assignee of any of the rights assigned hereunder shall not release Assignor from its duties or obligations to Vendor under the Purchase Agreement, (c) Assignee shall not be obligated to make any payment to Vendor other than an amount equal to the purchase price of the Units as shown on the Purchase Agreement attached hereto and (d) the obligation of Assignee to purchase the Units is conditioned upon acceptance of the Units by Assignor and the fulfillment by Assignor of the conditions set forth in the Lease.

4. At any time and from time to time, upon the written request of Assignee, Assignor agrees to promptly and duly execute and deliver any and all such further documents and take such further actions as Assignee may reasonably request in order to obtain the full benefits of this Purchase Agreement Assignment and of the rights and powers herein granted.

5. Assignor represents and warrants that the Purchase Agreement is in full force and effect and enforceable in accordance with its terms and Assignor is not in default thereunder.

6. Assignor further represents and warrants that (a) the Assignor may assign the Purchase Agreement without Vendor's consent or, if not assignable, consent has been obtained and is attached hereto, (b) the right, title and interest of Assignor in the Purchase Agreement so assigned is and will be free from all claims, liens, security interests and encumbrances (other than claims, liens, security interests and encumbrances in favor of Assignee or affiliates of Assignee), (c) Assignor will warrant and defend the assignment against lawful claims and demands of all persons, and (d) the Purchase Agreement contains no conditions under which Vendor may reclaim title to any Units after delivery, acceptance and payment therefor.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

**ARIZONA & CALIFORNIA RAILROAD
COMPANY LIMITED PARTNERSHIP**

By: Ferkhoren Corp., a California corporation
its General Partner

By: _____

David L. Ferkhoren

Title: President

ASSIGNEE:

BA LEASING & CAPITAL CORPORATION

By: _____

Title: _____

**AGREED TO AND CONSENTED BY:
OHIO CENTRAL RAILROAD INCORPORATED**

Name: _____

Title: Vice President

STATE OF OHIO,
COUNTY OF COSHOCTON, ss.

I, Paul R. Scherbel, personally know Michael J. Conner as a Vice President of Ohio Central Railroad, Incorporated, and that he did sign this document the 1st day of May, 1996.



PAUL R. SCHERBEL, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.02 R.C.

[Signature]

LEASING(00141)/7078.08

-2-

BA Legal 05/01/96

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Napa

On May 2, 1996 before me, Jim Fehring, Notary Public

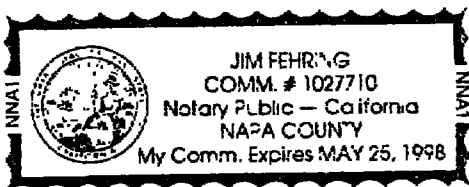
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared David L. Parkinson

Name(s) of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jim Fehring
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

**ARIZONA & CALIFORNIA RAILROAD
COMPANY LIMITED PARTNERSHIP**

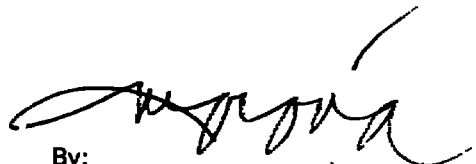
By: ParkSierra Corp., a California corporation
its General Partner

By: _____
David L. Parkinson

Title: _____
President

ASSIGNEE:

BA LEASING & CAPITAL CORPORATION

By: 
ALBERT NORONA

Title: _____
VICE PRESIDENT

**AGREED TO AND CONSENTED BY:
OHIO CENTRAL RAILROAD INCORPORATED**

Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SAN FRANCISCO

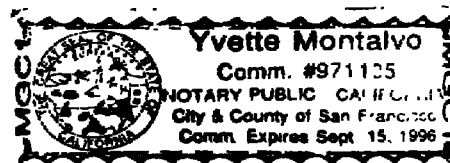
On 5-1-96 before me, YVETTE MONTALVO,
Name, Title of Officer - e.g., Notary Public

personally appeared ALBERT Z. NORANT,

~~personally known to me~~ - OR - proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/her/their authorized capacity~~(ies)~~, and that by his/her/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Yvette Montalvo
Signature of Notary



IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

**ARIZONA & CALIFORNIA RAILROAD
COMPANY LIMITED PARTNERSHIP**

By: ParkSierra Corp., a California corporation
Its General Partner

By: _____
David L. Parkinson

Title: _____
President

ASSIGNEE:

BA LEASING & CAPITAL CORPORATION

By: _____

Title: _____

**AGREED TO AND CONSENTED BY:
OHIO CENTRAL RAILROAD INCORPORATED**

Name: _____
Michael J. Conner

Title: _____
Vice President

STATE OF OHIO,
COUNTY OF COSHOCTON, ss.

I, Paul R. Scherbel, personally know Michael J. Conner as a Vice President of Ohio Central Railroad, Incorporated, and that he did sign this document the 1st day of May, 1996.



PAUL R. SCHERBEL, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.02 R.C.